

**FULBRIGHT & JAWORSKI L.L.P.**

A REGISTERED LIMITED LIABILITY PARTNERSHIP

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**17918-W**

February 5, 2002

**FEB 7 '02 11:46 AM**

**TS  
SURFACE TRANSPORTATION BOARD**

Mr. Vernon A. Williams  
Secretary  
Surface Transportation Board  
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a), are two counterpart originals of a Lease Assignment and Assumption Agreement dated as of January 31, 2002, a secondary document as defined in the Board's Rules for Recordation of Documents.

The enclosed document relates to a Master Equipment Lease Agreement which was previously filed with the Board under Recordation Number 17918.

The names and addresses of the parties to the enclosed documents are:

Assignor:	AJV Polymers, L.L.C. 3333 Richmond Avenue Houston, TX 77098
Assignee	BP Solvay Polyethylene North America 3333 Richmond Avenue Houston, TX 77098

A description of the railroad equipment covered by the enclosed document is:

374 railcars bearing ELTX reporting marks and road numbers 2000 to 2374 (excluding ELTX 2191).

A short summary of the document to appear in the index follows:

**Partial Assignment of a Railcar Lease**

Also enclosed is a check in the amount of \$28.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Surface Transportation Board  
February 5, 2002  
Page 2

Kindly return a stamped copy of one of the enclosed documents to the undersigned.

Very truly yours,

A handwritten signature in cursive script, appearing to read "Nina Bianchi".

Nina Bianchi

Enclosures

~~RECEIVED~~ 17918-W ~~FILED~~

FEB 7 '02 11-46 AM

**SURFACE TRANSPORTATION BOARD**

**LEASE ASSIGNMENT  
AND  
ASSUMPTION AGREEMENT**

(Verizon Capital Corp. 1992-1)

Dated as of January 31, 2002

Between

AJV POLYMERS, L.L.C.  
(Assignor)

And

BP SOLVAY POLYETHYLENE NORTH AMERICA  
(Assignee)

THE LEASE REFERRED TO HEREIN IS SUBJECT TO A FIRST PRIORITY SECURITY INTEREST IN FAVOR OF LENDER UNDER THE SECURITY AGREEMENT. THIS ASSIGNMENT HAS BEEN EXECUTED IN COUNTERPARTS. TO THE EXTENT THAT THIS ASSIGNMENT CONSTITUTES CHATTEL PAPER WITHIN THE MEANING OF ANY APPLICABLE UNIFORM COMMERCIAL CODE PROVISION, NO SECURITY INTEREST IN THIS ASSIGNMENT MAY BE CREATED THROUGH THE TRANSFER OR POSSESSION OF ANY COUNTERPART OTHER THAN THE ORIGINAL EXECUTED COUNTERPART, WHICH SHALL BE IDENTIFIED FOR SUCH PURPOSES AS THE COUNTERPART CONTAINING THE RECEIPT THEREFOR EXECUTED BY LENDER ON THE SIGNATURE PAGE THEREOF.

FILED WITH THE SURFACE TRANSPORTATION BOARD PURSUANT TO 49 U.S.C. SECTION 11301 ON \_\_\_\_\_, 2002, AT \_\_\_\_\_ M., UNDER RECORDATION NUMBER \_\_\_\_\_, AND DEPOSITED WITH THE OFFICE OF THE REGISTRAR GENERAL OF CANADA PURSUANT TO SECTION 90 OF THE RAILWAY ACT OF CANADA ON \_\_\_\_\_, 2002, AT \_\_\_\_\_ M.

45100414.6/10027201

**LEASE ASSIGNMENT AND ASSUMPTION AGREEMENT**  
(Verizon Capital Corp. 1992-1)

THIS LEASE ASSIGNMENT AND ASSUMPTION AGREEMENT dated and effective as of January 31, 2002 (this "Assignment"), is made by and between AJV POLYMERS, L.L.C., a Delaware limited liability company ("Assignor"), and BP SOLVAY POLYETHYLENE NORTH AMERICA, a Delaware general partnership ("Assignee").

1. MASTER EQUIPMENT LEASE AGREEMENT AND MASTER US AGREEMENT. Reference is made to the following agreements:

(a) Master Equipment Lease Agreement No. 1992-1 dated as of August 1, 1992 (the "Lease"), between State Street Bank and Trust Company (successor to Fleet National Bank (formerly the Connecticut National Bank)) not in its individual capacity but solely as the trustee (in such trustee capacity, "Owner Trustee," and in its individual capacity, "State Street") under the Trust Agreement dated as of August 1, 1992 between Verizon Capital Corp. (formerly, Bell Atlantic Credit Corporation and prior to that, NYNEX Credit Company) ("Owner Participant") and State Street, and Assignor (as partial transferee of Solvey Polymers, Inc., a Delaware corporation ("SPI"));

(b) Master US Agreement dated as of August 4, 2001 (the "Master US Agreement"), by and among BP Amoco Polymers, Inc. ("BP API") and SPI. Pursuant to the Master US Agreement, Addendum C to the Master US Agreement ("Addendum C") and the Contribution Agreement (as defined in the Master US Agreement), the HDPE US Leased Equipment and the HDPE US Contracts (each as defined in Addendum C), including the Lease, are to be assigned and transferred to Assignee; and

(c) Lease Assignment and Assumption Agreement of even date herewith by and between SPI, as assignor, and Assignor, as assignee.

2. DEFINITIONS. Each capitalized term used in this Assignment and not otherwise defined herein shall have the meaning specified in Schedule X hereto or in the Lease, as applicable. As used herein, the term "Lessee Documents" means the Lease, each Lease Schedule, and the Supplemental Agreements.

3. ASSIGNMENT AND DELEGATION. Assignor hereby assigns to Assignee all of Assignor's rights and benefits, and Assignor hereby delegates and transfers to Assignee all of Assignor's obligations and duties, under or in connection with the Lease and each of the other Operative Documents, in each case, to the extent accruing, arising or attributable to the period from and after the date hereof (collectively, the "Transferred Rights and Obligations").

4. ACCEPTANCE OF ASSIGNMENT AND DELEGATION. Assignee hereby accepts the assignment and the delegation of the Transferred Rights and Obligations; and Assignee agrees to be bound by, and agrees promptly to perform or cause to be performed, the terms, conditions and covenants agreed to be done, kept and performed by Assignor arising on and after the date hereof under any one or more of the Lease and each of the other Operative Documents.

5. INDEMNITIES. Assignee agrees to defend, indemnify, save and hold harmless Assignor from and against any and all claims, demands, costs, expenses, reasonable attorneys' fees and any other damages, losses or injuries (collectively, "Claims") which Assignor may sustain as a result of any failure or delay by Assignee in performing the obligations and duties assumed by Assignee pursuant to this Assignment. Assignor agrees to defend, indemnify, save and hold harmless Assignee from and against any and all Claims which Assignee may sustain as a result of any failure or delay by Assignor in performing the obligations and duties under the Operative Documents prior to the date hereof.

6. SECURITY INTEREST IN FAVOR OF LENDER. Assignee acknowledges that, pursuant to Section 23 of the Lease, (i) Lessor has assigned, transferred, conveyed, sold and/or encumbered the Lease, the Equipment and the Rent payments (other than Excluded Payments, as defined in the Security Agreement) thereunder to the Lender and (ii) that Lessee is required to pay directly to Lender all Rent payments (other than Excluded Payments) and other sums due or to become due under the Lease and (iii) that the Equipment leased under the Lease has been mortgaged by Owner Trustee under the Security Agreement in favor of Lender. Assignee specifically accepts assignment of the Lease subject to the provisions of Section 23 thereof, and agrees to be bound thereby and comply therewith.

7. FURTHER ASSURANCES. Assignor and Assignee hereby covenant and agree to execute, acknowledge and deliver all and every further assignment, bill of sale and other instrument and to do such further acts as either party reasonably may deem necessary or appropriate more fully to assure it and its successors and assigns that this Assignment has validly assigned and delegated the Transferred Rights and Obligations.

8. REPRESENTATIONS AND WARRANTIES OF ASSIGNOR. Assignor represents and warrants as follows:

(a) Assignor is a limited liability company that has been duly organized and is validly existing and in good standing under the laws of the State of Delaware, has all requisite limited liability company power and authority to enter into and perform its obligations under this Assignment.

(b) Assignor is duly authorized by all necessary limited liability company action to execute and deliver this Assignment and to fulfill and comply with the terms, conditions and provisions hereof, and this Assignment has been duly executed and delivered by Assignor.

(c) There are no actions, suits or proceedings pending or, to the knowledge of Assignor, threatened against or affecting Assignor or any of its property or rights before any Authority that (i) question the validity of this Assignment or Assignor's ability to perform its obligations hereunder or under the Lessee Documents or (ii) if adversely determined, would materially and adversely affect the ability of Assignor to perform its obligations hereunder or under any of the Lessee Documents.

(d) Except for those obtained on or prior to the date hereof, no consent, approval or Authorization of, and no filings or registrations with, any Authority (other than approval to be obtained by appropriate submissions to the United States Surface Transportation Board and filings with the office of the Registrar General of Canada) is required for Assignor's execution, delivery and performance of this Assignment.

(e) Neither the execution and delivery of this Assignment, nor Assignor's compliance with the terms and provisions hereof, (i) conflicts with, results in a breach of, constitutes a default under (with or without the giving of notice or the lapse of time or both), or violates any of the terms, conditions or provisions of, (A) the Limited Liability Company Agreement of Assignor or (B) any bond, debenture, note, mortgage, indenture, agreement, lease or other instrument to which Assignor is now a party or by which it or its property is bound, where such conflict, breach, default or violation, in the case of any of the instruments described in this subclause (B), would have a material adverse effect on the business, results of operations, assets or financial condition of Assignor or (ii) results in the creation or imposition of any Lien upon the Equipment (other than Permitted Liens) pursuant to the terms of any such Limited Liability Company Agreement, bond, debenture, note, mortgage, indenture, agreement, lease or other instrument.

(f) This Assignment constitutes the legal, valid and binding obligation of Assignor, enforceable against Assignor in accordance with its terms, except as may be limited by bankruptcy, insolvency and other laws of general application relating to the enforcement of creditors' rights and by general equitable principles.

9. REPRESENTATIONS AND WARRANTIES OF ASSIGNEE. Assignee represents and warrants as follows:

(a) Assignee is a general partnership that has been duly formed and is validly existing under the laws of the State of Delaware, has all requisite partnership power and authority to carry on its business in all material respects, to own or hold under lease its property and to enter into, and perform its obligations under, this Assignment and each Lessee Document, and is duly qualified and is in good standing in each jurisdiction where the failure to so qualify, due to the character of its properties or the nature of its activities, could reasonably be expected to have a material adverse effect on its business, results of operations, assets or financial condition or would materially and adversely affect the ability of Assignee to perform its obligations under this Assignment or any Lessee Document.

(b) Assignee is duly authorized by all necessary partnership action to execute and deliver this Assignment and to fulfill and comply with the terms, conditions and provisions hereof and of the Lessee Documents, and this Assignment has been duly executed and delivered by Assignee.

(c) Each of this Assignment and the Lessee Documents constitutes the legal, valid and binding obligation of Assignee, enforceable against Assignee in accordance with its terms, except as may be limited by bankruptcy, insolvency and other laws of general application relating to the enforcement of creditors' rights and by general equitable principles.

(d) There are no actions, suits or proceedings pending or, to the knowledge of Assignee, threatened against or affecting Assignee or any of its property or rights before any Authority that (i) question the validity of this Assignment or Assignee's ability to perform its obligations hereunder or under the Lessee Documents or (ii) if adversely determined, would materially and adversely affect the ability of Assignee to perform its obligations hereunder or under any of the Lessee Documents.

(e) Neither the execution and delivery of this Assignment, nor Assignee's compliance with the terms and provisions hereof and with the terms and provisions of the Lessee Documents that are applicable to Assignee, (i) conflicts with, results in a breach of, constitutes a default under (with or without the giving of notice or the lapse of time or both), or violates any of the terms, conditions or provisions of, (A) the Partnership Agreement of Assignee or (B) any bond, debenture, note, mortgage, indenture, agreement, lease or other instrument to which Assignee is now a party or by which it or its property is bound, where such conflict, breach, default or violation, in the case of any of the instruments described in this subclause (B), would have a material adverse effect on the business, results of operations, assets or financial condition of Assignee or would materially and adversely affect the ability of Assignee to perform its obligations under this Agreement or the Lessee Documents or (ii) results in the creation or imposition of any Lien upon the Equipment (other than Permitted Liens) pursuant to the terms of any such Partnership Agreement, bond, debenture, note, mortgage, indenture, agreement, lease or other instrument.

(f) Neither the execution and delivery by Assignee of this Assignment, nor the fulfillment of, or compliance with, the terms and provisions of this Assignment and with the terms and provisions of the Lessee Documents that are applicable to Assignee, conflicts with, or results in a breach of, or violates, any of the terms, conditions or provisions of any law, rule, regulation, order, injunction or decree of any Authority applicable to Assignee, the breach or violation of which would (i) have a material adverse effect on Assignee, Guarantor, Owner Participant, Owner Trustee, Lender, the Trust Estate, the Collateral or the Lien of the Security Agreement, (ii) materially and adversely affect Assignee's ability to perform its obligations under this Assignment or the Lessee Documents, or (iii) result in, or materially increase the risk of, the imposition of any criminal liability on Assignee, Guarantor or any Indemnatee.

(g) All federal, state, local and foreign income tax returns (if any) required to be filed by Assignee have, in fact, been filed, and all taxes which are shown to be due and payable (if any) in such returns have been paid. No material controversy

in respect of additional income taxes due is pending or, to the knowledge of Assignee, threatened, which controversy if determined adversely would materially and adversely affect Assignee's ability to perform its obligations hereunder or under any of the Lessee Documents.

(h) Except for those obtained or duly waived on or prior to the date of this Assignment, no consent, approval or Authorization of any Authority (other than approval to be obtained by appropriate submissions to the United States Surface Transportation Board and filings with the office of the Registrar General of Canada) is required for Assignee's execution, delivery and performance of this Assignment or for the performance of its obligations under the Lessee Documents; and Assignee has complied with all applicable provisions of law requiring the designation, declaration, filing, registration and/or qualification with any Authority in connection with the execution and delivery and performance of this Assignment or for the performance of its obligations under the Lessee Documents.

(i) Assignee has not created any Lien on any of the Equipment. Assignee has not taken any action that would interfere in any way with Owner Trustee's title to the Equipment, and no party has any claim to the Equipment by, through or under Assignee other than Permitted Liens. Assignee has not signed any Uniform Commercial Code financing statement with respect to the Equipment.

(j) Assignee is not an "investment company" or a company controlled by an "investment company" within the meaning of the Investment Company Act of 1940, as amended.

(k) Except for the filing of this Assignment with each of the Surface Transportation Board and the office of Registrar General of Canada, no filings are required by the federal laws of the United States of America or the federal laws of the Dominion of Canada to protect and perfect the interests of Owner Trustee and Lender in the Equipment.

10. COUNTERPARTS. The parties hereto may execute this Assignment in multiple counterparts, each of which shall be deemed an original for all purposes, but all of which together shall constitute one and the same instrument. To the extent that this Assignment constitutes chattel paper within the meaning of any applicable Uniform Commercial Code provision, no security interest in this Assignment may be created through the transfer or possession of any counterpart other than the original executed counterpart, which shall be identified for such purposes as the counterpart containing the receipt therefor executed by Lender on the signature page thereof.

11. INTENDED BENEFICIARIES. Owner Participant, Owner Trustee and Lender are intended third-party beneficiaries of this Assignment, and each such Person may enforce the Operative Documents directly against Assignee to the same extent as such Person was entitled to enforce the Operative Documents directly against Assignor. As between Assignor and Assignee,



this Assignment shall inure to the benefit of the respective successors, assigns and transferees of Assignor and Assignee.

12. CONSTRUCTION. THIS ASSIGNMENT SHALL BE GOVERNED BY THE LAW OF THE STATE OF NEW YORK AND THE PROVISIONS OF THIS ASSIGNMENT SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAW OF THAT STATE. The titles of the sections of this Assignment are for convenience only and shall not define or limit any of the terms or provisions hereof. This Assignment is an "Operative Document" as such term is defined in Schedule X hereto.

IN WITNESS WHEREOF, Assignor and Assignee, each intending to be legally bound, have each caused this Assignment to be duly executed by an authorized representative as of the date first above written.

**ASSIGNOR**

AJV POLYMERS, L.L.C.

By: SC Markham  
Name: Simon C. MARKHAM  
Title: Vice President

**ASSIGNEE**


BP SOLVAY POLYETHYLENE NORTH  
AMERICA

By: [Signature]  
Name: Foster Brown  
Title: President

CONFIRMATION OF GUARANTY

By signature below, Solvay America, Inc. confirms that, after giving effect to the assignment and delegation contemplated by the foregoing Assignment, the Guaranty remains in full force and effect according to its terms.

SOLVAY AMERICA, INC.

By:   
Name: F. J. Birmingham III  
Title: VICE PRESIDENT

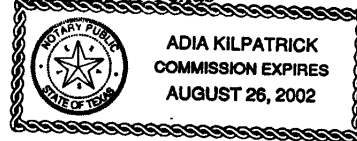
[SURFACE TRANSPORTATION BOARD ACKNOWLEDGMENT]

STATE OF TEXAS       §  
                                  §  
COUNTY OF HARRIS   §

This instrument was acknowledged before me on October 31, 2001, by Simon C. Markham,  
the Vice President of AJV POLYMERS, L.L.C.

Adia Kilpatrick

Notary Public in and for  
the State of Texas



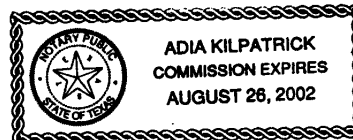
[REGISTRAR GENERAL ACKNOWLEDGMENT]

STATE OF TEXAS       §  
                                  §  
COUNTY OF HARRIS   §

On this 31 day of October, 2001, before me personally appeared Simon C. Markham, to me  
personally known, being by me duly sworn, says that he is the Vice President of AJV POLYMERS,  
L.L.C. (the "Company"), and that the said instrument attached hereto was signed on behalf of the  
Company under the authority of the Limited Liability Company Agreement of the Company on  
October 31, 2001, and he acknowledged that the execution of the said instrument was the act and  
deed of the Company.

Adia Kilpatrick

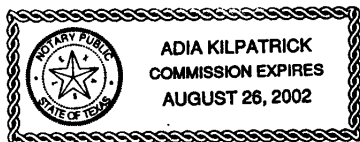
Notary Public in and for  
the State of Texas



[SURFACE TRANSPORTATION BOARD ACKNOWLEDGMENT]

STATE OF TEXAS       §  
                                 §  
COUNTY OF HARRIS   §

This instrument was acknowledged before me on October 31, 2001, by Foster Brown the President of BP SOLVAY POLYETHYLENE NORTH AMERICA.

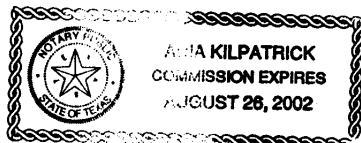


Adia Kilpatrick  
Notary Public in and for  
the State of Texas

[REGISTRAR GENERAL ACKNOWLEDGMENT]

STATE OF TEXAS       §  
                                 §  
COUNTY OF HARRIS   §

On this 31 day of October, 2001, before me personally appeared, Foster Brown to me personally known, being by me duly sworn, says that he is the President of BP SOLVAY POLYETHYLENE NORTH AMERICA (the "Partnership"), and that the said instrument attached hereto was signed on behalf of the Partnership under the authority of the Partnership Agreement of the Partnership on October 31, 2001, and he acknowledged that the execution of the said instrument was the act and deed of the Partnership.



Adia Kilpatrick  
Notary Public in and for  
the State of Texas

Equipment Schedule

374 railcars bearing ELTX reporting marks and road numbers 2000 to  
2374 (excluding ELTX 2191)

SCHEDULE X

(Verizon Capital Corp. 1992-1)

DEFINITIONS

THIS SCHEDULE X IS CONCURRENTLY BEING REFERRED TO AND USED IN CERTAIN OF THE OPERATIVE DOCUMENTS AND MAY CONTAIN TERMS NOT OTHERWISE USED IN ANY ONE OR MORE OF SUCH OPERATIVE DOCUMENTS. THE TERMS DEFINED IN THIS SCHEDULE X SHALL INCLUDE THE PLURAL AS WELL AS THE SINGULAR AND THE SINGULAR AS WELL AS THE PLURAL.

## SCHEDULE X

### DEFINITIONS

"Affiliate" of any Person shall mean any other Person that directly or indirectly through one or more intermediaries controls, is controlled by, or is under common control with, such Person. No Person shall be considered an Affiliate of Owner Trustee unless such Person directly or indirectly through one or more intermediaries controls, is controlled by, or is under common control with, Owner Trustee solely in its capacity as trustee under the Trust Agreement; provided, however, that State Street shall not be considered to be an Affiliate of Owner Participant and Owner Participant shall not be considered to be an Affiliate of State Street.

"AJVP/BP SPNA Lease Assignment" shall have the meaning set forth in Section 1(b) of the Consent and Release.

"Assignee" shall have the meaning set forth in the relative Lease Assignment.

"Assignment Date" shall mean January 31, 2002.

"Assignor" shall have the meaning set forth in the relative Lease Assignment.

"Authority" shall mean any (a) federal, state, local or foreign, tribunal, legislative body, governmental subdivision, administrative agency or other governmental authority, or (b) arbitrator or panel of arbitrators, in the case of each of clause (a) and (b) having or exercising jurisdiction over Assignor, Assignee, Owner Trustee, Lender or the Equipment (or any Item thereof).

"Authorizations" shall mean all authorizations and approvals from any Authority required by any applicable law, rule, regulation or order.

"Bill of Sale No. 1" shall mean the Bill of Sale dated August 14, 1992 by Lessee to Owner Trustee.

"Bill of Sale No. 2" shall mean the Bill of Sale dated October 8, 1992 by Lessee to Owner Trustee.

"Bill of Sale No. 3" shall mean the Bill of Sale dated February 13, 1998 by Owner Trustee to Lessee.

"Bills of Sale" shall mean Bill of Sale No. 1, Bill of Sale No. 2 and Bill of Sale No. 3.

"Collateral" shall have the meaning set forth in Section 2 of the Security Agreement.

"Consent and Release" shall mean the Consent and Release dated as of January 31, 2002 among Owner Participant, State Street, both in its individual capacity and as Owner Trustee, and Lender.

"Equipment" shall mean all the railcars described in any Lease Schedule.



"Guaranteed Obligations" shall have the meaning given to such term in Section 1 of the Guaranty.

"Guarantor" shall mean Solvay America, Inc., a Delaware corporation, and its successors and assigns.

"Guaranty" shall mean the Amended and Restated Guaranty, dated as of October 8, 1992, from Guarantor in favor of Owner Trustee, Owner Participant and Lender, as the same may be modified, amended, ratified or supplemented from time to time pursuant to the applicable provisions thereof.

"Indemnitees" shall mean the Persons indemnified pursuant to Section 18 of the Lease.

"Item" shall mean each railcar described in any Lease Schedule.

"Lease" shall mean the Master Equipment Lease Agreement No. 1992-1 dated as of August 1, 1992, between Lessor and Lessee, as the same may be modified, amended or supplemented (including by Lease Schedules) from time to time pursuant to the applicable provisions thereof.

"Lease Assignments" shall mean, collectively the SPI/SHDPE Lease Assignment, the SHDPE/BP SPNA Lease Assignment, the SPI/AJVP Lease Assignment and the AJVP/BP SPNA Lease Assignment.

"Lease Default" shall mean an event that, after the giving of notice or lapse of time, or both, would constitute a Lease Event of Default.

"Lease Event of Default" shall mean an event that is an "Event of Default" as defined in Section 25 of the Lease.

"Lease Schedule" shall mean any Lease Schedule that is or was executed and delivered pursuant to the Lease, as amended from time to time.

"Lender" shall mean Massachusetts Mutual Life Insurance Company, a Massachusetts corporation (for itself and as successor in interest of MML Pension Insurance Company, a Massachusetts corporation), and its successors and assigns.

"Lessee" shall mean Solvay Polymers, Inc., a Delaware corporation, and its successors and assigns.

"Lessor" shall mean the Owner Trustee.

"Lessor Liens" shall mean Liens or other encumbrances resulting from any act or inaction of or claim against Lessor, Owner Participant or State Street (or any Person claiming by, through or under Lessor, Owner Participant or State Street), in each case arising out of any event or condition not related to the exercise of such Person's rights or the performance of its duties expressly provided under any Operative Document and not indemnified against by Lessee.

"Lien" shall mean (a) any interest in property securing an obligation owed to, or claimed by, a Person other than the owner of the property, whether such interest is based on the common law, statute or contract, and including, without limitation, any judgment lien, security interest, chattel mortgage, encumbrance, pledge, conditional sale or trust receipt or a lease, consignment or bailment for security purposes or (b) any lease or other encumbrance affecting property.

"Lien of the Security Agreement" and the terms of like import shall mean the Liens and security interests created by the Security Agreement (including the after-acquired property clauses thereof), or subsequently created under or pursuant to the Security Agreement, or otherwise created, that effectively cause any property to become a part of the security held by Lender.

"Notes" shall mean Owner Trustee's Notes issued pursuant to Section 1 of the Security Agreement.

"Operative Documents" shall mean each Note, the Security Agreement, each Security Agreement Supplement, the Trust Agreement, any Lease Schedule, the Bills of Sale, the Guaranty and each Supplemental Agreement.

"Owner Participant" shall mean Verizon Capital Corp. (formerly, Bell Atlantic Credit Corporation and prior to that, NYNEX Credit Company), a Delaware corporation and its successors and permitted assigns.

"Owner Trustee" shall mean State Street Bank and Trust Company (successor to Fleet National Bank (formerly, the Connecticut National Bank)), a Massachusetts bank and trust company, not in its individual capacity, but solely as trustee under the Trust Agreement, until such time as its successor shall have become such pursuant to the provisions of such Trust Agreement, and thereafter the term "Owner Trustee" shall mean such successor.

"Permitted Contest" shall mean actions taken by a Person to contest in good faith, by appropriate proceedings initiated timely and diligently prosecuted, the legality, validity or applicability to the Equipment or any interest therein or any Person of (a) any law, regulation, rule, judgment, order, or other legal provision or judicial or administrative requirements, (b) any term or condition of, or any revocation or amendment of, or other proceeding relating to, any Authorization or other consent, approval or other action by any Authority, or (c) any Lien; provided that the initiation and prosecution of such contest would not (i) result in, or materially increase the risk of, the imposition of any criminal liability on any Indemnitee, (ii) materially and adversely affect the right, title or interest of Assignor, Lender, Owner Participant or Owner Trustee in or to any of the Equipment or any interest therein or result in a material risk of loss or forfeiture of any Item of Equipment, or (iii) materially and adversely affect the fair market value, utility or remaining useful life of the Equipment or any interest therein or the continued economic operation thereof; and provided further that in any event adequate reserves in accordance with generally accepted accounting principles are maintained against any adverse determination of any such contest.

"Permitted Liens" shall mean (a) the respective interests of Assignor, Owner Trustee and Lender under the Lease and the other Operative Documents; (b) any Liens for taxes,

assessments, levies, fees and other governmental and similar charges not yet due and payable or the amount or validity of which is being challenged by a Permitted Contest; (c) any Liens of mechanics, suppliers, materialmen and laborers for work or service performed or materials furnished in connection with the Equipment that are not yet due and payable or the amount or validity of which is being challenged by a Permitted Contest; (d) interchange, pooling or similar arrangements, commercial carrier user agreements, trip leases and subleases of an Item or Items of Equipment that are permitted pursuant to the Lease; (e) Liens arising out of judgments or awards against the Assignor or Guarantor with respect to which an appeal or proceeding for review is being prosecuted by a Permitted Contest and there shall have been secured a stay of execution pending such appeal or proceeding for review; (f) Lessor Liens; and (g) Liens arising as a result of claims against Lender that arise out of any event or condition not related to the exercise of Lender's rights or the performance of its duties expressly provided under any Operative Document.

"Person" shall mean any individual, partnership, corporation, trust, unincorporated association or joint venture, a government or any department or agency thereof or any other legal entity.

"Security Agreement" means the Security Agreement dated as of May 4, 1989 between Owner Trustee and Lender, as the same may be modified, amended or supplemented from time to time pursuant to the applicable provisions thereof.

"Security Agreement Supplement" shall mean any Security Agreement Supplement, substantially in the form of Exhibit C to the Security Agreement, that is or was executed pursuant to the Security Agreement.

"SHDPE/BP SPNA Lease Assignment" shall have the meaning set forth in Section 1(b) of the Consent and Release.

"SPI/AJVP Lease Assignment" shall have the meaning set forth in Section 1(b) of the Consent and Release.

"SPI/SHDPE SPNA Lease Assignment" shall have the meaning set forth in Section 1(b) of the Consent and Release.

"State Street" shall mean State Street Bank and Trust Company, a Massachusetts trust company, in its individual capacity.

"Subsidiary" shall mean, with respect to a corporation, any corporation a majority of any class of voting stock of which is owned, directly or indirectly, by such corporation.

"Supplemental Agreement No. 1" shall mean the Supplemental Agreement dated as of August 1, 1992 among Owner Participant, Lessor, Lessee, Guarantor and Lender.

"Supplemental Agreement No. 2" shall mean the Supplemental Agreement No. 2 dated as of October 8, 1992 among Owner Participant, Lessor, Lessee, Guarantor and Lender.

"Supplemental Agreement No. 3" shall mean the Supplemental Agreement No. 3, dated as of April 28, 2000, among Owner Participant, Lessor, Lessee, Guarantor and Lender.

"Supplemental Agreements" shall mean Supplemental Agreement No. 1, Supplemental Agreement No. 2 and Supplemental Agreement No. 3.

"Trust" shall have the meaning given such term in the preamble to the Trust Agreement.

"Trust Agreement" shall mean the Trust Agreement dated as of August 1, 1992, between Owner Participant and State Street that creates the Trust, as the same may be modified, amended or supplemented from time to time pursuant to the applicable terms thereof.

"Trust Estate" shall have the meaning given such term in Section 2.02 of the Trust Agreement.

"United States," "U.S." or "US" shall mean the United States of America.